

The Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

CEDAR PARK ASSEMBLY OF GOD OF
KIRKLAND, WASHINGTON,

Plaintiff,

v.

MYRON "MIKE" KREIDLER, et al.,

Defendants.

NO. 3:19-cv-05181-BHS

STIPULATED PROTECTIVE ORDER
REGARDING DISCOVERY

STIPULATION

1. PURPOSE AND LIMITATIONS

The parties anticipate that some materials produced in discovery in this case will contain confidential or highly confidential material that must be protected from further disclosure. For example, documents produced in discovery may contain information that is protected from public disclosure by state or federal law or regulation or Court rule or Court practice, such as trade secrets, medical information, personal identifying information, or sensitive portions of personnel and employment records. Pursuant to Federal Rule of Civil Procedure 26 and the parties' stipulation, the Court finds good cause for the entry of this Stipulated Protective Order (Protective Order or Order) to provide appropriate protections during the discovery process while balancing the need for the flow of discovery and resolution of disputes over discovery.

1 2. SCOPE

2 This Protective Order shall govern all discovery materials produced in this lawsuit. The
 3 protections conferred by this agreement cover not only confidential material, but also (1) any
 4 information copied or extracted from confidential information; (2) all copies, excerpts,
 5 summaries, or compilations of confidential material; and (3) any testimony, conversations, or
 6 presentations by parties or their counsel that might reveal confidential information. But the
 7 protections conferred by this agreement do not cover information that is in the public domain or
 8 becomes part of the public domain through trial or otherwise.

9 This Protective Order is intended to provide protection sufficient to constitute a Qualified
 10 Protective Order under the Health Insurance Portability and Accountability Act of 1996
 11 (HIPAA) and the regulations promulgated under its aegis. See 45 C.F.R. 164.512(e)(1)(ii).

12 Unless otherwise noted, this Protective Order is consistent with LCR 26(c) and the
 13 Fed. R. Civ. P. 26 (c). This Protective Order does not displace the requirement for parties to meet
 14 and confer before bringing a discovery dispute to the Court.

15 Nothing herein shall be construed to affect in any manner the relevance, discoverability,
 16 or admissibility, or objection thereto, at trial or any other court proceeding of any document,
 17 testimony, or other evidence.

18 This Protective Order does not confer blanket protection on all disclosures or responses
 19 to discovery and the protection it affords extends only to the specific information or items that
 20 are entitled to protection under law or regulation.

21 3. "CONFIDENTIAL INFORMATION"

22 Any discovery materials that contain Confidential Information may be designated by the
 23 producing party as confidential ("Confidential Information"). A producing party may designate
 24 a document as Confidential Information and restrict its disclosure under this Order by affixing
 25 the words Confidential or Highly Confidential on the document in a manner that will not interfere
 26 with the legibility of the document wherever possible. Where Confidential Information is

1 produced in a form that cannot be stamped as described above and in electronic format on a disk
 2 or other medium that contains exclusively Confidential Information, the designation may be
 3 placed on the disk or other medium. For any Confidential Information produced in a form that
 4 cannot be stamped or designated as described above, the producing party may designate such
 5 matter by cover letter referring generally to such matter. Documents shall be designated
 6 Confidential or Highly Confidential prior to or at the time of the production or disclosure of the
 7 documents.

8 4. DOCUMENTS THAT MAY BE DESIGNATED CONFIDENTIAL

9 A party may designate as Confidential any material the party in good faith believes to
 10 contain non-public information that qualifies for protection pursuant to Rule 26(c), specifically
 11 information that is a trade secret, confidential research, development, or commercial
 12 information, materials that are deemed to be confidential under applicable state or federal
 13 statutes or regulations, and personally identifiable information about individuals. Public records
 14 and other information or documents that are publicly available, and not otherwise protected
 15 against disclosure or discovery may not be designated as Confidential.

16 5. DOCUMENTS THAT MAY BE DESIGNATED HIGHLY CONFIDENTIAL

17 A party may designate as Highly Confidential if the party in good faith believes the
 18 information would, if disclosed, cause substantial economic harm to the competitive position of
 19 the entity from which the information was obtained because it is highly confidential research
 20 and development material that has not yet been approved or cleared by the Office of Insurance
 21 Commissioner or a similar regulatory body or reflects the entity's price competitiveness in the
 22 market or marketing business strategies of the entity concerning a current or new product.

23 6. DESIGNATION OF PROTECTED HEALTH INFORMATION

24 Discovery in this Litigation may involve production of documents containing
 25 "Protected Health Information" for which special protection from public disclosure and from
 26 use for any purpose other than prosecuting this Litigation is warranted. "Protected Health

Information” shall encompass information within the scope and definition set forth in 45 C.F.R. § 160.103, as well as “Health care information” within the scope and definition set forth in Wash. Rev. Code § 70.02.010(17), as well as information covered by the privacy laws of Washington and other states, as applicable.

7. PRODUCTION OF PROTECTED HEALTH INFORMATION

Any Party who produces material containing Protected Health Information in this litigation may designate said material as Confidential, Highly Confidential or Confidential Protected Health Information—Subject to Protective Order, in accordance with the provisions of this Order. The designation of discovery material as Protected Health Information may be made at any of the times and in any of the ways in which Confidential and Highly Confidential designations or redesignations may be made in this Protective Order.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION

The parties agree and confirm that they do not intend to publicly disclose Protected Health Information, even without such designations, and that they will treat any document containing patient or insured’s health information as Confidential, regardless whether it was so designated. Further, all parties agree that any production of undesignated Protected Health Information shall be deemed inadvertent without need of further showing and shall not constitute or be deemed a waiver or forfeiture of the protections for such information in this Litigation or in any other federal or state proceeding. This Section shall be interpreted to provide the maximum protection allowed for individual Protected Health information. No party will argue that the mere production of documents in this Litigation is itself a waiver of such protections.

9. CONFIDENTIALITY DESIGNATIONS

In the event any party receives discovery material it reasonably believes includes Protected Health Information, including but not limited to Protected Health Information subject to 42 C.F.R. Part 2, but which is not designated as Confidential, Highly Confidential, or Confidential Protected Health Information, it shall immediately notify the producing party and

1 all other parties subject to this Protective Order, and treat the material as though it were
 2 designated Confidential. All parties subject to this Protective Order shall continue to treat the
 3 material as though it were designated Confidential for a period of ten (10) days so as to allow
 4 the producing party the opportunity to appropriately designate the material pursuant to the
 5 provisions of Paragraph 34 of this Protective Order.

6 10. RESTRICTIONS ON SEEKING TO IDENTIFY DE-IDENTIFIED INFORMATION

7 All parties to this action and their counsel are hereby precluded from attempting to
 8 identify any of the individuals whose information is de-identified in such Protected Health
 9 Information.

10 11. REASONABLE SAFEGUARDS

11 Persons receiving or having knowledge of Protected Health Information by virtue of their
 12 participation in this Litigation shall use that Protected Health Information only as permitted by
 13 this Order. Counsel shall take reasonable steps to assure the security of any Protected Health
 14 Information and will limit access to such material to those authorized by this Order or by law.
 15 In particular, any party receiving, transmitting, or using Protected Health Information shall
 16 implement appropriate administrative, technological, and physical safeguards as are necessary
 17 to prevent the use or disclosure of Protected Health Information, other than as permitted by this
 18 Order and under federal and state law, that reasonably and appropriately protect the
 19 confidentiality and integrity of the Protected Health Information.

20 12. USE LIMITED TO PURPOSE OF THE LITIGATION.

21 In accordance with 45 C.F.R. § 164.512(e)(1)(v), all Protected Health Information
 22 produced pursuant to this Order has been produced solely for purposes of this Litigation and
 23 shall be used only for purposes of this Litigation. Nothing herein shall restrict a person qualified
 24 to receive Protected Health Information pursuant to this Order from making working copies,
 25 abstracts, digests, and analyses of such information for use in connection with this Litigation and
 26 such working copies, abstracts, digests, and analyses shall be deemed to have the same level of

1 protection under the terms of this Order. Further, nothing herein shall restrict a qualified recipient
 2 from converting or translating such information into machine-readable form for incorporation in
 3 a data retrieval system used in connection with this Litigation, provided that access to such
 4 information, in whatever form stored or reproduced, shall be deemed to have the same level of
 5 protection under the terms of this Order. Nothing contained in this Order shall preclude any party
 6 from using its own Protected Health Information in any manner it sees fit, to the extent permitted
 7 by federal and Washington law.

8 13. WORK DERIVED FROM PROTECTED HEALTH INFORMATION

9 All persons qualified to receive Protected Health Information pursuant to this Order shall
 10 at all times keep all notes, abstractions, or other work product derived from or containing
 11 Protected Health Information in a manner to protect it from disclosure not in accordance with
 12 this Order, and shall be obligated to maintain the confidentiality of such work product and shall
 13 not disclose or reveal the contents of said notes, abstractions, or other work product after the
 14 conclusion of this action.

15 14. DESTROY OR RETURN OF DOCUMENTS

16 Within sixty (60) days after dismissal or entry of final judgment not subject to further
 17 appeal, the Parties, their counsel, and any person or entity in possession of Protected Health
 18 Information received pursuant to this Order shall destroy or return it to the Producing Party.

19 15. DESIGNATION BY NON-PARTIES

20 Non-parties may designate the discovery materials they produce in this action as
 21 Confidential, Highly Confidential or Confidential Protected Health Information by following the
 22 procedure described in paragraphs 2–6 above. Any party that serves a non-party with a
 23 subpoena shall also provide a copy of this Protective Order. Challenges to the designations made
 24 by non-parties shall follow the procedure described in paragraph 23 of this Protective Order.
 25
 26

1 16. USE OF CONFIDENTIAL MATERIAL AT DEPOSITIONS

2 All transcripts and exhibits shall be treated as if designated Confidential for a period of
 3 twenty (20) days after the transcript is available from the court reporter. Counsel for any party
 4 may designate during the deposition or during the twenty (20) day period after the transcript is
 5 available from the court reporter any portion of the transcript as Confidential, Highly
 6 Confidential or Confidential Protected Health Information by denominating by page and line,
 7 and by designating any exhibits, that are to be considered Confidential, Highly Confidential, or
 8 Confidential Protected Health Information pursuant to the criteria set forth in this Order. Such
 9 designation shall be communicated to all parties. Transcript portions and exhibits designated in
 10 accordance with this paragraph shall be disclosed only in accordance with this Order. A party
 11 may challenge the Confidential, Highly Confidential, or Confidential Protected Health
 12 Information designation or portions thereof in accordance with the provisions of paragraph 23
 13 of this Protective Order.

14 17. REDACTIONS

15 A producing party may make redactions to documents to protect information that it
 16 believes is Confidential, Highly Confidential, or Confidential Protected Health Information from
 17 documents, materials, or other things before production. Examples of information that a
 18 producing party may (but is not required to) redact include, but are not limited to:

19 (a) Private Identifying Information About Individuals. The home addresses,
 20 personal email addresses, home telephone numbers, Social Security or tax
 21 identification numbers, insurance policy numbers, and other private
 22 information protected by law.

23 (b) Privileged Information. Information protected from disclosure by the
 24 attorney-client privilege, work product doctrine, or other such legal
 25 privilege protecting information from discovery in this Litigation.
 26

(c) Federal and State Statutes. The parties recognize that certain governmental agencies, including the Office of Insurance Commission, as well as certain federal and state statutes require redaction of certain information prior to production of certain information by the Parties and that Parties will comply with those requirements and redact such information as required.

18. PREVIOUSLY REDACTED DOCUMENTS

Where a producing party produces discovery materials in this action that were previously produced in redacted form in other litigation, that party may produce those discovery materials in the form they were originally produced and has no obligation to revisit prior redactions. Where redactions were previously applied to a document solely on the basis that the redacted information was not responsive to a discovery request in the other litigation, and where the receiving party requests the production of the document in unredacted form, the party producing the information will meet and confer to attempt to resolve the issue. The producing party must be given a reasonable opportunity under the circumstances to review the redacted material, to reconsider the circumstances, and if no change in redaction is offered, to explain the basis for the redaction.

19. CHALLENGES TO REDACTIONS

If a party elects to press a challenge to a redaction, it may file an appropriate motion with the Court. The ultimate burden of persuasion in any such challenge proceeding shall be on the producing party as if the producing party were seeking a Protective Order in the first instance. In the event that a redaction is lifted by a producing party or by Court Order, the producing party may provide replacement media, images, and associated production information as provided above.

20. PROTECTION OF CONFIDENTIAL INFORMATION.

All documents produced in this action and the information contained therein may be reviewed and used by the parties to this action, including their attorneys, legal staff, expert witnesses, consultants, or any person to whom disclosure is made pursuant to Paragraphs 21–22, only for the purpose of prosecuting or defending this action or in a manner permitted by this Protective Order. No person or party subject to this Protective Order shall distribute, transmit, or otherwise divulge any documents marked Confidential, Highly Confidential, or Confidential Protected Health Information, or the information contained within such documents, except in accordance with this Protective Order. Nothing in this Protective Order shall prevent the use of any document or the contents thereof, whether Confidential, Highly Confidential, or Confidential Protected Health Information, at any deposition taken in this action. Nothing in this Protective Order shall prevent any party from using its own documents and Confidential Information for its own business or other purposes outside of this action.

21. ACCESS TO AND DISCLOSURE OF CONFIDENTIAL INFORMATION

The following individuals may review and use all discovery materials in this action, including those designated Confidential, Highly Confidential, and Confidential Protected Health Information, without signing Exhibit A:

- (a) Counsel (including outside counsel) for any party and their support staff (e.g., assistants, secretaries, paralegals, investigators, summer associates);
- (b) Current employees of the parties;
- (c) Any person for whom it is evident that the person prepared, received, reviewed, or otherwise had been provided access to the Confidential Information prior to its production in this action;
- (d) Party employees responsible for managing or participating in this action or related actions;
- (e) Testifying witnesses during the course of their depositions;

(f) This Court, its staff, and court and deposition stenographers/reporters;

(g) Mediators, or other third parties appointed by the Court or retained by the parties for settlement purposes or resolution of discovery or other disputes and their necessary staff; and

(h) Photocopying, data processing, e-discovery, or graphic production services employed by any party or its counsel to assist in this action.

22. DISCLOSURE OF MATERIAL DESIGNATED CONFIDENTIAL

Highly Confidential, and Confidential Protected Health Information to any person other than those covered in paragraph 21 can be made but only after the person to whom the disclosure is being made has been given a copy of this Protective Order and has signed the Confidentiality Agreement attached hereto as Exhibit A. Counsel for the party obtaining any signed agreement shall retain the agreement and need not disclose it to counsel for all other parties unless ordered to do so by the Court.

23. CHALLENGES BY A PARTY TO CONFIDENTIALITY DESIGNATIONS

Any party may challenge the designation of information as Confidential, Highly Confidential, or Confidential Protected Health Information by providing written notice of its objection to the producing party, or in the case of a deposition, either on the record at a deposition or in writing later. If, after a meet-and-confer process, the parties cannot reach agreement, either the producing party or challenging party may, on at least seven (7) days' notice, apply for an appropriate ruling from the Court. The disputed material shall continue to be treated as designated, or redacted, until the Court orders otherwise. In any such application concerning a ruling on confidentiality or redacted information, the party claiming the designation of confidentiality or redaction has the burden of establishing that such confidential designation or redaction was proper.

1 24. FILING CONFIDENTIAL DOCUMENTS

2 Where a party wishes to file with the Court a motion or other papers supported by
 3 exhibits, which exhibits include documents or information designated as Confidential or Highly
 4 Confidential (generally referred to herein as a Motion), the filing party will make reasonable
 5 efforts to provide the producing party with prior notice of the intent to file such a Motion and
 6 request that the producing party identify what portion of the supporting documents require
 7 redaction or filing under seal.

8 25. MOTION

9 With respect to any Motion or other pleadings filed with the Court, where the producing
 10 party is not the filing party and where the producing and filing parties are unable to agree as to
 11 the treatment of a particular document prior to the Motion filing, the parties will proceed as
 12 follows: the filing party shall file a motion for leave to file under seal or redact any such
 13 documents or any portion of the Motion that explicitly discloses the contents of such documents,
 14 at the same time as it files its Motion or other pleading, which shall be conditionally received
 15 under seal by the Court, pending the Court's ultimate ruling on the motion for leave to file under
 16 seal or redact. The filing party is not required to take a position on the merits of the motion to
 17 seal.

18 26. RESPONSE TO MOTION

19 Within five court days of service of a motion for leave to file under seal or to redact, the
 20 producing party, if it is not the filing party, may file a response to the motion for leave explaining
 21 the need to file the documents under seal or to redact them. If the producing party is the filing
 22 party, any party may file a response to the motion.

23 27. REPLY TO OPPOSITION TO MOTION

24 Within two court days of service of any response to the motion for leave to file under
 25 seal or redact, the filing party may, if it wishes, file a reply in opposition to the response.
 26

1 28. COURT ORDER

2 The Court may thereafter make such orders as are necessary to govern the filing of
3 documents under seal or the redaction of documents in the Court file.

4 29. MOTION STRUCK FOR NO RESPONSE

5 If the producing party is not the filing party and fails to respond to the motion to seal in
6 the time provided, the motion to seal may be stricken and the filing party may publicly file the
7 materials.

8 30. INADVERTENT DISCLOSURE

9 If a producing party attaches in its entirety or otherwise wholly discloses the substance
10 of its own Confidential or Highly Confidential Information in its own public court filings, any
11 other party may refer to that publicly disclosed Confidential or Highly Confidential Information
12 without need for prior consultation; provided that (1) no document designated as Confidential or
13 Highly Confidential may be publicly referenced or disclosed without prior consultation simply
14 because a different document on a similar topic or with similar Confidential or Highly
15 Confidential Information has been publicly disclosed, and (2) no portion of a document
16 containing Confidential or Highly Confidential Information may be publicly referenced or
17 disclosed simply because a different portion of the document containing other Confidential or
18 Highly Confidential Information has been previously disclosed, and (3) no party may publicly
19 refer to Confidential or Highly Confidential Information which it knows or reasonably suspects
20 may have been inadvertently disclosed until the producing party has been informed of any
21 potential inadvertent disclosure and has a reasonable opportunity to take corrective action. Any
22 disclosure of Highly Confidential Information in a court filing should be assumed to be
23 inadvertent unless disclosed pursuant to a Court Order or confirmed by the producing party.

24 31. USE OF CONFIDENTIAL INFORMATION AT TRIAL

25 If this Litigation proceeds to trial, the degree to which discovery materials produced
26 pursuant to this Protective Order remain Confidential, Highly Confidential, or Confidential

1 Protected Health Information and the manner in which the materials will be used at trial will be
 2 determined by a separate stipulation and/or court order. The parties shall confer about the
 3 handling of confidential material at trial before confirming trial readiness. The admissibility of
 4 such material and information shall be governed by the Rules of Evidence in the same manner
 5 as any other potential evidence in this case.

6 32. WASHINGTON PUBLIC RECORDS ACT

7 Nothing in this Protective Order shall be construed to require the Defendants or any
 8 Washington State agency to violate Washington Public Records' Act, Wash. Rev. Code Ch.
 9 42.56, which governs the disclosure of public records, or Wash. Rev. Code Ch. 40.14, which
 10 governs preservation and destruction of government records, or any other statute, administrative
 11 rule, or court rule.

12 33. WASHINGTON ATTORNEY GENERAL'S OFFICE

13 If at any time the AGO receives a request pursuant to the Washington Public Records
 14 Act that would compel disclosure of any documents or information designated in this action as
 15 Confidential or Highly Confidential by Plaintiff, the AGO shall give written notice and a copy
 16 of the request to the producing party and also provide notice to the designating party within ten
 17 (10) business days from notification to seek and obtain protection from the Court. In any
 18 proceeding to bar or to seek the release of Confidential or Highly Confidential documents, the
 19 designating party shall have the affirmative obligation to seek to intervene in such proceedings
 20 and to defend and substantiate any claim of confidentiality.

21 33. DISCOVERY DISCLOSURE IS NOT PUBLIC DISCLOSURE

22 The Parties acknowledge that the disclosure of discovery materials in this Litigation in
 23 response to a discovery request is not a public disclosure for purposes of the Public Records Act.

24 34. INADVERTENT FAILURE TO DESIGNATE CONFIDENTIAL MATERIAL

25 The inadvertent production of any discovery materials in this action without a
 26 designation of Confidential, Highly Confidential, or Confidential Protected Health Information

1 will not be deemed to waive a party's right to claim its confidential nature or estop a party from
 2 designating such material as Confidential, Highly Confidential, or Confidential Protected Health
 3 Information at a later date. In the event that any document that a party should have designated
 4 Confidential, Highly Confidential, or Confidential Protected Health Information was produced
 5 without such designation, the party that received the document shall treat it as if it was so
 6 designated promptly after it receives written notice of the designation from the producing party.
 7 Disclosure of any document or information prior to such later designation shall not be a violation
 8 of this Protective Order. This Section shall be interpreted to provide the maximum protection
 9 allowed. No Party will argue that the mere production of documents in this Litigation is itself a
 10 waiver of such protections.

11 35. CLAIMS OF PRIVILEGE

12 Nothing in this Protective Order shall infringe upon the right of any party to object to
 13 providing information which is subject to the attorney-client privilege, work-product protection,
 14 or which is non-discoverable on any other legitimate ground. Except as otherwise set forth in
 15 this paragraph, production of documents stamped Confidential, Highly Confidential, or
 16 Confidential Protected Health Information subject to the terms of this Protective Order shall not
 17 be deemed a waiver of any objection concerning the admissibility of any Confidential,
 18 Highly Confidential, or Confidential Protected Health Information documents.

19 36. INADVERTENT DISCLOSURE OF PRIVILEGED DOCUMENTS

20 The inadvertent disclosure of documents subject to the attorney-client privilege, the work
 21 product doctrine, or any other legal privilege or protection of information from discovery, shall
 22 not constitute a waiver of the privilege, provided that the producing party notify the receiving
 23 party in writing as set forth herein. In the event that a party inadvertently produces documents
 24 subject to a claim of privilege, the producing party shall notify the receiving party in writing of
 25 the inadvertent disclosure. If a party confirms that it inadvertently disclosed privileged
 26 information, all other parties shall within fourteen (14) days of receiving such notification or

1 confirmation: (1) destroy or return to the producing party all copies or versions of the produced
 2 privileged information requested to be returned or destroyed; (2) delete from its work product or
 3 other materials any quoted or paraphrased portions of the produced privileged information; and
 4 (3) ensure that produced privileged information was not disclosed in any manner to any party or
 5 non-party. The party receiving such request shall retrieve the inadvertently produced documents,
 6 and all copies, including any loaded to databases, and return them to the producing party or
 7 destroy them as agreed between the parties. All notes or other work product of the receiving
 8 party reflecting the contents of such materials shall be destroyed and not used.

9 37. UPON TERMINATION OF THIS ACTION

10 After the final termination of this action, including any appeals, each party will continue
 11 to protect the confidentiality of Confidential and Highly Confidential material designated by any
 12 other party as provided by this Protective Order. The retention, preservation, destruction, or
 13 return of Confidential and Highly Confidential documents shall be determined by the parties, or
 14 the Court if agreement cannot be reached, at the conclusion of this case. Again, the terms of this
 15 Protective Order shall continue in full force and effect after the conclusion of this action until
 16 the Court enters a further order terminating them.

17 38. MODIFICATION OF THIS ORDER

18 Nothing in this Protective Order shall prevent any party or non-party from seeking
 19 amendments broadening or restricting the rights of access to or the use of materials designated
 20 Confidential, Highly Confidential or Confidential Protected Health Information or otherwise
 21 modifying this Protective Order.
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1 The parties respectfully requests that the Court grant this Protective Order.

2 STIPULATED to this 21st day of April, 2022.

3
4 Presented by:

5 ROBERT W. FERGUSON
6 Attorney General

ALLIANCE DEFENDING FREEDOM

7
8 /s/ Paul M. Crisalli

9 PAUL M. CRISALLI, WSBA #40681
10 JEFFREY T. SPRUNG, WSBA #23607
11 MARTA DELEON, WSBA #35779
12 Assistant Attorneys General
13 800 Fifth Avenue, Suite 2000
14 Seattle, WA 98104
15 (206) 464-7744
16 paul.crisalli@atg.wa.gov
17 jeff.sprung@atg.wa.gov
18 marta.deleon@atg.wa.gov

19 *Attorneys for Defendants*

/s/ Kevin H. Theriot

Kevin H. Theriot
David A. Cortman
15100 N 90th Street
Scottsdale, AZ 85260
(480) 444-0020
KTheriot@adflegal.org

Attorneys for Plaintiff

20 PURSUANT TO THE STIPULATION,

21 IT IS SO ORDERED.

22 DATED this 25th day of April, 2022.

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BENJAMIN H. SETTLE
United States District Judge

The Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

CEDAR PARK ASSEMBLY OF GOD OF
KIRKLAND, WASHINGTON,

Plaintiff,

v.

MYRON "MIKE" KREIDLER, et al.,

Defendants.

NO. 3:19-cv-05181-BHS

**ACKNOWLEDGMENT AND
AGREEMENT TO BE BOUND
(EXHIBIT A)**

The undersigned hereby acknowledges that he/she has read the Stipulated Protective Order dated April 13, 2022 in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Western District of Washington in matters relating to the Protective Order and understands that the terms of the Protective Order obligate him/her to use materials designated as Confidential, Highly Confidential, and Confidential Protected Health Information in accordance with the Order solely for the purpose of the above-captioned action, and not to disclose any such Confidential, Highly Confidential, and Confidential Protected Health Information to any other person, firm or concern.

1 The undersigned acknowledges that violation of the Stipulated Protective Order may
2 result in penalties for contempt of court.

3 Name: _____

4 Job Title: _____

5 Employer: _____

6 Business Address: _____

7 _____

8 _____

9
10 Date: _____

DECLARATION OF SERVICE

I hereby declare that on this day I caused the foregoing document to be electronically filed with the Clerk of the Court using the Court's CM/ECF System which will send notification of such filing to the following:

Kevin H. Theriot
David A. Cortman
Alliance Defending Freedom
15100 N 90th Street
Scottsdale, AZ 85260
(480) 444-0020
KTheriot@adflegal.org

Attorneys for Plaintiff

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 21st day of April 2022, at Seattle, Washington.

/s/ Paul M. Crisalli

PAUL M. CRISALLI, WSBA #40681
Assistant Attorney General